

MAHATMA PHULE RENEWABLE ENERGY & INFRASTRUCTURE TECHNOLOGY LTD
(MAHAPREIT)
(A Subsidiary of Mahatma Phule Backward Class Development Corporation Ltd.)
(A Govt. of Maharashtra Undertaking)

INVITATION TO OFFER e-REQUEST FOR PROPOSAL (e-RFP)

**MAHATMA PHULE RENEWABLE ENERGY & INFRASTRUCTURE TECHNOLOGY LTD
(MAHAPREIT)**

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SECTION – 1

DETAILED INVITATION TO OFFER NOTICE

MAHATMAPHULE RENEWABLE ENERGY & INFRASTRUCTURE TECHNOLOGY LTD (MAHAPREIT),
B – 501 PINNACLE CORPORATE PARK, NEXT TO TRADE CENTER, BKC (EAST) MUMBAI
400051

e-RFP No. MAHAPREIT/23-24/PMC/S1/1

Main Portal: <https://organizations.maharashtra.nextprocure.in>

Online electronic bids for the below-mentioned work are invited by the Managing Director on behalf of MAHAPREIT Ltd, Mumbai for the ***selection of Project Management Consultant for grid-connected distributed solar power plants with net metering system for 20 rural regional water supply schemes of zilla parishad Chandrapur***. Main Offer Document is available for online bid preparation and submission on above website from as per scheduled. The time schedule for various bidding phases is given in the detailed e-RFP notice, which is also available on website as part of the bid document.

RFP DATA AT A GLANCE:

1.0 SUMMARY DETAILS

Sr. No.	Name of work	Estimated Cost Lump Sum	EMD Amount Rs.	Period of Work months	Offer Document Cost Rs.	Remarks
1.	The selection of Project Management Consultant for grid-connected distributed solar power plants with net metering system for 20 rural regional water supply schemes of zilla parishad Chandrapur	-	10,000/-	6 Months	10,000/- + 1800/-	

Tender forms are available on the Website

<https://organizations.maharashtra.nextprocure.in>

from **Date: 05/02/2024**

Online tenders shall be accepted on the website

<https://organizations.maharashtra.nextprocure.in> **Date: Up to Date: 20/02/2024**

All BIDDERS are hereby cautioned that the e-RFP containing any deviation from the contractual terms and conditions, and other requirements and CONDITIONAL e-RFP shall be rejected.

1. Validity Period: The offer of the Bidder shall remain valid for 120 days from the Date of opening of the financial Bid.
2. The post-qualification process is applicable for e-RFP and Rates quoted shall be Non-Negotiable.

The Project Management Consultant Agencies Firms participating for the first time in e-RFP will have to procure Digital Signature Certificate as well as should compulsory get themselves enrolled on e-tendering <https://organizations.maharashtra.nextprocure.in>

2.0 For Help Desk Support Calls

1. If any assistance is required regarding e-RFP (upload and download) please contact Person No. CGM (IT) 26200351/62028527 cgmit@mahapreit.in MAHAPREIT Ltd. & helpdesk@nextenders.com
2. All requisite information required for the submission of Offer documents is available on the above said website.
3. All rights are reserved by the Competent Authority to reject any or all Offers in full or in part without assigning any reason or accept the offer beyond the validity period.
4. **Nextenders (India) Pvt. Ltd.**
Contact No: 9356492848, 7506797596, 9356468309 & 9356472861
Support Timings: - Monday to Friday: - 09:00 AM to 08:00 PM, Saturday:- 10:00 AM to 04:30 PM
E-mail: helpdesk@nextenders.com

TIME SCHEDULE OF e-RFP NOTICE

TIME SCHEDULE OF OPENING OF THE e-TENDER		
1.	e-Tender No.	MAHAPREIT/23-24/PMC/S1/1
2.	MODE OF TENDER	Open and e-Tender System Online submission of (Technical Bid) through https://organizations.maharashtra.nextprocure.in TheintendingBidders are required to submit their offer electronically through this e- tendering portal. No physical tender is acceptable by MAHAPREIT
3.	Date of publication of e-tender through publication in MAHAPREIT websites and https://organizations.maharashtra.nextprocure.in	Date: 05/02/2024
4.	Date of availability to the Vendors for downloading	Date: 05/02/2024
6.	Date & Time of Online Pre-Bid Meeting	Date: 13/02/2024 @3.00 PM
7.	Last Date of Sale of tender at https://organizations.maharashtra.nextprocure.in	Date: 20/02/2024 @3.00 PM
8.	Last Date & Time of Submission of tender at https://organizations.maharashtra.nextprocure.in	Date: 20/02/2024 @3.00 PM
9.	Date and time of opening of Technical Bid	Date: 20/02/2024 @4.00 PM
10	Date and time of opening of Financial Bid	Will be informed later

These instructions to applicants are being issued for appointment of the Professional Consultancy Services firm. Detailed scope of the work is being provided in the Scope of Work / Terms of Reference (TOR).

**EXECUTIVE DIRECTOR
MAHAPREIT LTD**

SECTION – II

DEFINITIONS AND E-RFP DATA

DEFINITIONS AND E-RFP DATA

A.DEFINITIONS:

1. MAHAPREIT:

MAHAPREIT shall mean the “MAHATMA PHULE RENEWABLE ENERGY & INFRASTRUCTURE TECHNOLOGY LTD”, MUMBAI acting through its Managing Director.

Additional Information about MAHAPREIT:

- The Head quarter of the **MAHAPREIT** is Mumbai.
- The functions and powers of the MAHAPREIT have been provided in the Memorandum of Association & Articles of Association In general, it has been entrusted with the work of accelerating the economic upliftment of the economically weaker families belonging to the Scheduled Castes.

• REGISTERED ADDRESS FOR COMMUNICATION

**B – 501 PINNACLE CORPORATE PARK, NEXT TO TRADE CENTER, BKC (EAST) MUMBAI
400051**

2. WEBSITE:

Web Site means official websites for e-tendering having following web addresses:

<https://mahapreit.in>

3. APPLICANT:

Bidders: Firms/Companies/Consortium/Joint Ventures/ Project Management Consultant/Agencies/ for grid-connected distributed solar power plants with a net metering system for 20 rural regional water supply schemes of zilla parishad Chandrapur

4. EXECUTIVE DIRECTOR

Executive Director shall mean Executive Director of MAHAPREIT Ltd.

5. COMPETENT AUTHORITY:

Competent Authority shall mean the Managing Director of MAHAPREIT Ltd.

6. CONTRACTOR:

Contractor shall mean the registered firm who enters contract, with the MAHAPREIT and shall include their executors, administrators, successors and submitted assignees.

7. CONTRACT:

The contract shall mean and include the following documents.

- i) Volume I - RFP Documents.
- ii) RFP Document and information/data submitted by the contractor.

8. WORK AND UNIT:

Work shall mean the work to be executed in accordance with Scope of Work of Contract.

9. Unit: Unit wherever considered shall mean a District/Regional/Head Office of MAHAPREIT.

B. RFP DATA AT A GLANCE (SUMMARY DETAILS)

Sr. No.	Particulars	Details
1.1	Name of work	the selection of Project Management Consultant for grid-connected distributed solar power plants with net metering system for 20 rural regional water supply schemes of zilla parishad Chandrapur
1.2	Estimated Cost.	Lump sum
1.3	Offer Document Cost Rs.	Rs.10,000/- + GST Rs. 1800/- (Offer Document Cost and E.M.D. amount shall be paid in the favour of MAHAPREIT and upload receipt).
1.4	Earnestmoney (EMD)	Rs. 10,000/-
1.5	Mode of payment (EMD)	RFP document and E.M.D. amount shall be paid online in the favour of MAHAPREIT and upload receipt.

1.6	Retention Security Deposit	@ 50,000/- (Rs. Fifty thousand)
1.7	Mode of Submission of RFP	RFP should be submitted on-line on https://organizations.maharashtra.nextprocure.in
1.8	Period of Work	6 Months/ Until project complete
1.9	Contact Details of MAHAPREIT Official Address Email: Phone:	Mr. Mahajan (CGM IT In charge) 022- 26200351/6202852 cgmit@mahapreit.in 501, 502 Pinnacle Corporate Park, B Wing, 5th floor. Next to Trade Centre BKC Mumbai
1.10	Any addendum/ corrigendum /Cancellation	Any addendum/corrigendum/cancellation of above RFP will be published on the website https://organizations.maharashtra.nextprocure.in
1.11	Bid Documents	Bid Documents consisting of, information and eligibility criteria, plans, specification and schedule of quantities of the works are available on web-site https://organizations.maharashtra.nextprocure.in and the set of terms and conditions of contract and other necessary documents can be seen on the web-site till last Date of sale and receipt of RFP papers. Interested Bidder may obtain further information at the web-site Portal https://organizations.maharashtra.nextprocure.in
1.12	Bid Documents acceptance period	The bid for the work shall remain open for acceptance for a period of 120 days from the last Date of receipt of bids. If any Bidder withdraws his bid/ offer before the said period or makes any modification in the terms and condition of the bid, the EMD at the time of submission of RFP shall stand forfeited.
1.13	Bid Acceptance Criteria	As per technical and Financial qualifying Requirements
1.14	Other details	can be seen in the bidding documents which is available in web-site https://organizations.maharashtra.nextprocure.in
1.15	Documents to be uploaded	The PDF copies of original Documents should be uploaded on above-mentioned website of this RFP Booklet and should be produced in the verification on demand after the opening of the Technical Bid. The Bidders who participated in the on-line bidding can witness opening of the bid from any system logging on to the portal

		https://organizations.maharashtra.nextprocure.in away from opening place. The bids can only be opened by the pre-designated officials only after the opening time mentioned in the bid. In the event of the specified Date of bid opening being declared a holiday the bid will be opened at the appointed time and transaction in the next working day.	
1.16	RFP Acceptance Authority	Chairman and Managing Director, MAHAPREIT	
1.17	Account Details.	Bank details are below.	
		Party Name	Mahatma Phule Renewable Energy and Infrastructure Technology Limited.
		Bank Name	ICICI Bank
		Bank Branch	MIDC, Andheri (East) Mumbai 400 049.
		BankA/c No.	054405500470
		I.F.S.C. Code	ICIC0000544

SECTION – III

**INSTRUCTIONS TO BIDDERS
GENERAL INSTRUCTIONS TO BIDDER FOR MAIN BIDDINGTECHNICAL /
FINANCIAL BIDDING PROCESS**

INSTRUCTIONS FOR BIDDERS IN RESPECT OF BIDDING PROCESS

1. INFORMATION AND INSTRUCTIONS TO APPLICANT BIDDERS:

The Online e-RFP are invited by the MAHAPREIT for the selection of Project Management Consultant for grid-connected distributed solar power plants with net metering system for 20 rural regional water supply schemes of zilla parishad Chandrapur. Bid document contains RFP's Qualifying Requirement, Scope of works, EMD, terms and conditions, etc.

The Applicant should download Main e-RFP Document from the website.

<https://organizations.maharashtra.nextprocure.in>

- i. The Online forms of master filter should be filled in completely and all questions should be answered. All information requested for in the enclosed forms should be furnished against the respective columns in the form. If any query is not relevant, it should be stated as "Not Applicable" Only 'dash' reply will be treated as incomplete information. All applicants are cautioned that incomplete information in the application or any change(s) made in the prescribed forms will render application to be treated as non- responsive.
- ii. The Main e-RFP Document shall be typed on applicant's letterhead and uploaded the signed scanned copy.
- iii. Any overwriting or correction shall be attested. All pages of the Main e-RFP Document shall be numbered and should be submitted as package with a signed letter of transmittal.
- iv. All the information must be filled in English language only.
- v. Information and certificate(s) furnished along with the application form (the respective application that vouches to the suitability, technical know-how and capability of the applicant) should be digitally signed by the applicant.
- vi. The applicant is encouraged to attach any additional information, (PDF copies of similar job orders which were already carried out, regarding his capabilities). No further information will be entertained after submission of Main RFP Document unless it is requested by **MAHAPREIT**.

- vii. The Main e-RFP Document in prescribed forms as required in this booklet duly completed and signed should be uploaded on web site along with all relevant documents. The documents submitted in connection with the pre-qualification shall be treated as confidential and will not be returned.
- viii. The cost incurred by applicant in preparing this offer, in providing clarification or attending discussions, conference in connection with this document, shall not be reimbursed by the MAHAPREIT under any circumstances.

ix. Instructions to the Bidders:

Detailed information regarding the scope of work and volume thereof can be obtained by Bidder from the Office of MAHAPREIT on any working day and during the currency of RFP, in addition to the details available through these e-RFP documents.

x. Payment Terms & Retention Deposit:

Payment will be made on a pro-rata basis upon satisfactory completion of assigned work as per milestone scope of work.

2. METHOD OF APPLYING.

If the application is made by bidder Organizations it shall be digitally signed by Authorized representatives giving their full Typewritten names and current addresses holding valid power of attorney on behalf of the firm by signing the application, in which case a certified copy of the power of attorney shall accompany the application. A certified copy of the partnership deed, current address of all the partners of the firm shall also accompany the application.

3. REVISION OR AMENDMENT OF RFP DOCUMENTS:

All Rights are reserved to revise or amend the RFP document released on website, prior to time specified in time schedule for main e-RFP preparation. Any further revisions or amendments or time extensions shall be communicated to all concerned by e-mail and as may be displayed on website.

4. EARNEST MONEY:

All Bidders shall pay entire E.M.D. and payment shall be made through the e-payment gateway/uploading payment receipts.

5. REFUND/CONVERSION OF EARNEST MONEY

After acceptance of the offer of successful Bidders, the E.M.D. of other Bidders will normally be refunded within 15 days. In the case of successful Bidder, the earnest money will be converted to Security Deposit after signing of contract documents. Earnest money amount shall not carry any interest whatsoever.

6. MANNER OF SUBMISSION OF RFP AND ITS ACCOMPANIMENTS:

Main RFP Documents are to be prepared and submitted online. Also, they must be downloaded from the web site, filled completely and uploaded on the web site by scanning and digitally signing wherever necessary.

The detailed step by step procedure for uploading the Main RFP Documents, required RFP papers, Payment of RFP fee, and E.M.D through E payment Gateway is available on the e-Tendering website of Govt. of Maharashtra <https://mahatenders.gov.in>. Bidders must follow the instructions given on the above web site for filling up Main RFP Forms Online.

7. CONFLICT OF INTEREST

- 1) The selected Organization/Groups should provide transparent, professional, objective, impartial service and hold MAHAPREIT's interest paramount with utmost integrity.
- 2) The selected bidder shall not deploy former contractual employees who have served MAHAPREIT.
- 3) The selected bidder shall not downstream or outsource any part of the scope of work from any agency appointed by the MAHAPREIT or sublet the work assigned.
- 4) Non-disclosure of such an association will lead to termination of Agency.

8. THE BIDDER SHALL SUBMIT DOCUMENTS LISTED BELOW (ALONG WITH TECHNICAL BID)

- 1) Scanned copy of Income Tax Return for the last 3 financial years.
- 2) Scanned copy of Registration or Article of Association and Memorandum of Association of Firm/Organization.

- 3) Scanned copy of Power of Attorney authorizing representative to act on behalf of the firm/Organization.
- 4) All documents required to be submitted shall be sealed and self- attested and if required, original copies shall be made available for verification in due course.
- 5) Undertaking duly signed on letterhead of the firm and scanned copy in ANNEXURE 5.
- 6) Scanned self-attested copies of all the work orders if any issued for similar work by the Government of Maharashtra Public Sector Undertakings or Government Organizations/ Companies of the Government of Maharashtra.
- 7) Scanned Copy of duly signed RFP offer indicated both in figures and words, to be submitted separately as a Price Bid (online) in financial bid section.
- 8) Signed and scanned copy of all pages of RFP bid documents.
- 9) The Main RFP forms are available on the e-Tendering website of Govt. of <https://organizations.maharashtra.nextprocure.in> The aspiring Bidders will have to download Main RFP Booklet from the website mentioned above. While submitting the dully filled Main RFP Documents the Bidders are required to Deposit e-RFP Fee Rs.10,000/- (Rs. Ten Thousand only + 18% GST) through "E-Payment Gateway"/Online payment and E.M.D. Rs.10,000/- (Rs. Ten Thousand only) payable through "E- Payment Gateway" available on the above-mentioned website/ or upload the online payment receipts.
- 10) Scanned copies of ANNEXURES (Duly Signed and Affixed with Firm Seal).
- 11) Relevant Supporting documents issued by the Competent Authority must be uploaded for all information given the in prescribed proforma.

9. CLARIFICATIONS:

The clarification (s), if any, may please be sought separately from either Chief General Manager (CGM ETAP), or CGM (IT) **MAHAPREIT, MUMBAI.** / cgm.etalp@mahapreit.in

10. INSTRUCTIONS TO BE CONSIDERD WHILE QUOTING e-RFP OFFER

- i) The Bidder should submit the offer with respect to Qualifying Requirement as mentioned in bid documents. After selection of bidders for **Project Management**

Consultant for grid-connected distributed solar power plants with net metering system for 20 rural regional water supply schemes of zilla parishad Chandrapur, Agreement will be signed with successful Bidders. A common set of conditions issued/ additional stipulations made by the MAHAPREIT which will be available at the e-tendering portal from time to time.

ii) GOODS AND SERVICE TAX:

The RFP rates are inclusive of all taxes, except Goods and Service Tax payable on the value of the contract as applicable from time to time, however, the Fee and Taxes shall be shown separately.

iii) CONDITIONAL OFFER:

Conditional offers will be summarily rejected. The RFPs which do not fulfil any of the conditions of the notified requirements laid down in this detailed RFP notice, the general rules and directions for the guidance of the Bidders as mentioned in the RFP form or are incomplete in any respect are likely to be rejected without assigning reasons therefor.

iv) VALIDITY FOR 120 DAYS:

The offer shall remain valid for a period of 120 (One Hundred Twenty) days from the Date of the opening price quotes unless extended and there after until it is withdrawn by notice in writing by the Bidder. If the acceptance offer is not communicated within 120 days and if the offer is withdrawn by the contractor earnest money shall be refunded in full.

11. OPENING OF RFP AND EVALUATION

On the Date specified in the time schedule tender opening authority will open the RFP. Following procedure will be adopted for opening of the RFP.

- i)** The Competent Authority/MAHAPREIT representative will open all the Bids received (except those received late), including modifications made pursuant to Para 3. (REVISION OR AMENDMENT OF RFP DOCUMENTS) & 13 (**Clarification of Bids**) in the presence of the Bidders or their representatives who choose to **attend the**

opening at 16:00 hours on 20/02/2024

As per the scheduled for Technical Bid and the specified place at MAHAPREIT, MUMBAI.

- ii) In the event of the specified Date of Bid opening being declared a holiday for the Competent Authority, the Bids will be opened at the appointed time and transaction on the next working day.
- iii) The Bidders' names, the Bid Amount, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), Bid modifications and withdrawals, and such other details as the Competent Authority may consider appropriate, will be announced by the Competent Authority at the opening.
- iv) The Competent Authority shall prepare minutes of the Bid opening, including the information disclosed to those present.

12. Process to Be Confidential

Information relating to the examination, clarification, evaluation, and comparison of submitted Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any effort by a Bidder to influence the Employer's processing of Bids or award decisions may result in the rejection of his Bid.

13. Clarification of Bids

- i) To assist in the examination, evaluation, and comparison of Bids, the Competent Authority may, at his discretion, ask any Bidder for clarification of the submitted Bid, including breakdowns of the unit rates. The request for clarification and the response shall be in writing, but no change in the price or substance of the Bid shall be sought, offered, or permitted.
- ii) No Bidder shall contact the Employer on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, it should do so in writing.
- iii) Any effort by the Bidder to influence the Competent Authority in the Competent Authority's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidders 'Bid.

14. Eligibility of Bidder, Eligibility of Bids, Examination of Bids and Determination of Responsiveness

A. Eligibility of Bidder

MAHAPREIT invites offers selection of Project Management Consultant for grid-connected distributed solar power plants with net metering system for 20 rural regional water supply schemes of zilla parishad Chandrapur.

- 1)** The bidder shall have experience in execution of solar project at distributed locations or Project Monitoring Consultancy of solar project at distributed locations of total minimum capacity 1500 KW which include at least one single project of 600 KW capacity.
- 2)** The bidder shall have experience in execution of solar project or Project Management Consultancy of solar projects for water supply schemes in rural areas of Maharashtra. Preference shall be given to the bidders who have experience in the mentioned locations of RFP.
- 3)** The bidder shall have experience in working with Govt. departments for distributed solar projects in rural water supply of Maharashtra/India.
- 4)** The bidder shall have the Average annual turnover of Rs. 2.00 Crs in the any three years of FY18-19,19-20,20-21,21-22,22-23 with Positive Net-worth. Bidder shall submit turn over and Net worth certificate duly signed by Statutory/ certified Chartered Accountant.
- 5)** The bidder technical team shall have at least one technical staff have professional degree BE/BTECH (Mechanical/Electrical/Energy system/solar Engineering etc.

B. A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works.

(b) which limits in any substantial way, inconsistent with the Bidding documents, the Competent Authority's rights, or the Bidder's obligations under the Contract; or (c)

whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids

- C. If a Bid is not substantially responsive, it will be rejected by the Competent Authority, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

15. ACCEPTANCE OF OFFER:

After the selection of Project Management Consultant for grid-connected distributed solar power plants with net metering system for 20 rural regional water supply schemes of zilla parishad Chandrapur work will be assigned as per the price quote evaluations, before acceptance, the successful Bidder will be called for negotiation by appropriate officers of MAHAPREIT. After such negotiations, the acceptance of an offer may be intimated to the successful bidder by email. Such intimation shall be deemed to be an intimation of acceptance of offer Bidder whose offer is accepted will have to complete the acceptance of work order etc. formalities within 15 days from the Date of intimation. In the event of failure of the Bidder to sign the agreement within the stipulated time, the **EMD/Security deposit**, paid by Bidder shall be liable to be forfeited. The acceptance of the offer shall also be liable to be considered as withdrawn. In that event, the work will be awarded to the next or any other bidder to whom the MAHAPREIT considers suitable. RFP Acceptance Authority reserves the right to reject any or all offers in full or part without assigning any reasons.

16. SIGNING OF AGREEMENT:

Successful Bidder will have to sign the Agreement with MAHAPREIT. The documents /information submitted by the contractor during Offer Evaluation related to negotiations shall also form a part of Agreement for Work order.

17. FORFEITURE OF E.M.D. AND CANCELLATION OF LETTER OF ACCEPTANCE

Letter of acceptance given to successful Bidder shall stand cancelled and E.M.D will be forfeited in following events and under such circumstances RFP Acceptance Authority shall consider next lowest Bidder if he is found suitable and eligible.

- 1) Successful Bidder fails to give various undertakings and declarations given in the

tender document.

- 2) Successful Bidder fails to sign Agreement in PRESCRIBED PROFORMA.
- 3) Submitting wrong information/documents
- 4) MAHAPREIT reverse the rights regarding EMD Refund and Forfeiture of EMD.

18. OTHER GENERAL INSTRUCTIONS:

1. Completed documents can be submitted on the on the following Web address:
<https://organizations.maharashtra.nextprocure.in>
2. Incomplete Schedules/Forms and without necessary details and enclosures are liable to be rejected.
3. The language for submission of document shall be English.
4. The enclosed Annexure shall be filled in completely and wherever no applicable it should be written as Not Applicable.
5. The person signing the document submission on behalf of the Applicant shall enclose Power of Attorney duly authorized and notarized for the same.
6. Financial data should be given in Indian Rupees only.(In figures and words both)
7. In case the Applicant intends to give additional information for which specified space in the given format is not sufficient; it can be furnished in an enclosed sheet.
8. All the pages of this document and Annexure should be signed and corrections should be counter-signed by the authorized signatory. No over writing is permitted.
9. MAHAPREIT reserves the right to cross-check and confirm the information details furnished by the applicants in the document by making suitable communication with the concern authorities.
10. MAHAPREIT reserves the right to annul the Tender Document process, or to accept or reject any or all the proposals in whole or part at any time without assigning any reasons and without incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for such decision.
11. The document in complete in any respect or without supporting documents will be treated as non-responsive and is liable for rejection.

19. PENALTY CLAUSE:

If the contractual services are not completed and compliance report is not submitted on or before every month from the Date of work order, then fine up to maximum 10% of the contract value shall be deducted from the fees payable against the bill.

Further an amount maximum up to 10% of the contract/work order value shall be considered as maximum penalty for breach of Agreement conditions or unsatisfactory performance and/ or delay in adhering to the prescribed timelines to achieve the milestones prescribed for completion of Scope of Work.

20. FINAL DECISION-MAKING AUTHORITY:

The Competent Authority of **MAHAPREIT** reserves the right to accept or reject any or all the offers in part or full for this RFP without assigning any reasons thereof and his decision will be final.

21. AMENDMENT OF TENDER DOCUMENTS:

- a. At any time prior to the deadline for submission of tenders, MAHAPREIT for any reason whether at their own initiative or in response to a clarification required by any prospective Bidders may modify the Tender Documents.
- b. The amendment shall be part of the Tender Documents and will be notified by publication in the MAHAPREIT and will be binding on the prospective Bidders.
- c. All the intending Bidders are advised to keep close watch on the website of MAHAPREIT in their own interest.

22. GENERAL TERM AND TERMINATION

This Agreement shall become effective upon signing and shall terminate upon breach of the agreement/work orders.

In case any information mentioned in the body of the agreement and in the attached ANNEXURES is misleading and/or incorrect, this agreement will be terminated immediately. Party sharing the misleading/misinformation will be accountable to pay all damages occurred to the other Party as the result of mislead and/or misinformation. Any breach of terms and conditions on the part of Contractor shall be liable for termination of this contract by MAHAPREIT by serving notice of 30 days and in such case the contract shall stand terminated on the expiry of the said notice period.

23. FORCE MAJEURE

No Party to this Agreement is responsible to any other Party hereto for non-performance or delay in performance of the terms and conditions hereof due to acts of God, acts of governments, riots, wars, strikes, fires, floods, explosions, pandemics, quarantine periods, court orders or similar causes beyond the control of the affected Party.

SECTION – IV

**SCOPE OF WORK RELATED TO SPECIFIC INFORMATION & BID EVALUATION
CRITERIA**

SCOPE OF WORK RELATED SPECIFIC INFORMATION

Consultancy Services – Scope of Work and Evaluation Criteria

1. Scope of Work:

Background:

The Mahatma Phule Backward Class Development Corporation Ltd is set up by the Govt. of Maharashtra as on 10th July 1978 for the economic upliftment of scheduled Castes and Nav- Buddhas MPBCDC LTD is known for its pioneering & innovative welfare-oriented programs & schemes for the backward class communities.

Mahatma Phule Renewable Energy and Infrastructure Technology Ltd. (MAHAPREIT) a subsidiary company of Mahatma Phule Backward Class Development Corporation Ltd is incorporated under the Company's Act 2013(18of 2013) on 12/04/2021.

MAHAPREIT MAHATMA PHULE RENEWABLE ENERGY AND INFRASTRUCTURE TECHNOLOGY LIMITED (MAHAPREIT) is subsidiary company of Mahatma Phule Backward Class Development Corporation (MPBCDC) aims to deal in climate change issues in accordance with Ministry of New and Renewable Energy (MNRE) schemes/policies or Ministry of Power or any such department of Govt. of India (GoI) and its PSU/companies and allied activities required for such business. The company undertake task of socio-economic and educational upliftment of the Scheduled Castes, and Backward classes in the State of Maharashtra and implement schemes and programs of any department or agency of such department of Govt. of India (GoI) and its agencies and Govt. of Maharashtra (GoM) for All entrepreneurship and skill development to achieve or fulfil any objects of this company including but not limited to forward back linkage integration, setting up of business by start-ups of weaker and schedule caste persons and making them available funding, financing and accounting systems, secretarial practices and audit supports system, legal frame work and all incubation support ecosystem to make them self-sustainable entities or groups of entrepreneurs or companies. MAHAPREIT is exploring various innovative technologies on EV charging, Battery storage solutions, Solar parks, Solar hybrid projects rooftop solar, e-mobility

solutions, Green Hydrogen technologies and related projects, Waste to Energy projects, Climate change and environment related projects, Energy Audit and conservations, skill development projects, Affordable housing, RMC and various infrastructure projects, mine backfilling, Bio-CNG and Biomass to energy projects, carbon footprints & carbon capture MAHADIWA, various de-carbonization initiatives and various Central Govt. and Govt. of Maharashtra's schemes and socio-economics projects for uplifting Schedule caste people etc.

DETAIL SCOPE OF WORKS

This RFP is for selection of Project Management Consultant for grid-connected distributed solar power plants with net metering system for 20 rural regional water supply schemes of zilla parishad Chandrapur. The bidders shall require to works in following area.

Location: In the State of Maharashtra.

Area - Chandrapur District

Latitude - Longitude - 19.9615° N, 79.2961° E

SOLARIZATION OF RURAL REGIONAL WATER SUPPLY SCHEMES OF ZILLA PARISHAD CHANDRAPUR						
Sr. No.	Block	Name of Regional Water Supply Scheme	Capacity of proposed Solar Power Plant in KWp			
			Headworks	WTP	Sump Tank	Total
1	Chandrapur	Chinchala and 7 villages	0	100	30	130
2	Nagbhid	Nagbhid – Nawkhala	100	250	80	430
3	Brahmpuri	Mendki	70	55	0	125
4	Mul	* Nandgaon (Bembala) and 7 villages	150	0	0	150
5	Mul	Borchandli and 9 Villages	140	115	0	255
6	Sawli	Bothli	125	100	0	225
7	Sawli	Sakhri and 3 Villages	35	25	0	60
8	Sawli	Vyihad Buj and 2 Villages	130	15	0	145
9	Sawli	Vyihad Khurd and 3 Villages	55	20	0	75
10	Sawli	Pathri and 7 Villages	25	25	0	50
11	Sawli	Nimgaon	35	20	0	55
12	Gondpimpri	Vadholi and 4	100	40	0	140

		Villages				
13	Gondpimpri	Chaknandgaon and 4 Villages	50	25	0	75
14	Gondpimpri	Dhaba - Gojoli and 4 Villages	45	35	0	80
15	Gondpimpri	Lathi and 3 Villages	40	40	0	80
16	Gondpimpri	Vitthalwada and 5 Villages	60	25	0	85
17	Korapana	Kondshi and 3 Villages	0	5	0	5
18	Korapana	Nimni and 4 Villages	100	35	0	135
19	Mul	Mul Regional Water Supply Scheme	335	100	0	435
20	Ballarpur	Ballarpur Regional Water Supply Scheme	450	125	0	575
		Total	2045	1155	110	3310

The scope of the work includes Project Management Consultancy of distributed solar plant

- 1) Preparation and submission of onsite survey report including soil testing, contour mapping, solar radiation and topology.
- 2) Preparation of Feasibility and Detail Project Report (DPR)
- 3) Co-ordination with Zilla-Parishad, Municipal council, local Govt. agency, and MSEDCL for clearances requires if any.
- 4) Preparation of Bid documents for all mentioned water supply schemes solar plants with Detail technical specifications etc. Assist to ZP official for finalization of work orders.
- 5) Work readiness report for execution of installation works of all assigned sites along with supply positions, module storage arrangements, Bill of Materials, connectivity report/clearances.
- 6) Co-ordination and submission of site testing and factory testing reports solar modules, transformers invertors and all related equipment.
- 7) Co-ordination with Work Executing Agency, overall supervision of civil infrastructure, monitoring, liasioning in installation of panel, modules, Invertors, Transformers, connectivity arrangements, panel structures, safety fencings, water connectivity

arrangements, control panels and related equipment etc.

- 8) Supervision and monitoring of all commissioning and testing activities of each distributed solar power plant including evacuation arrangements etc.
- 9) Supervision and monitoring of total coordinated controls panel and minimum load to full load trials of each distributed solar plant and digital control system.
- 10) Co-ordination for Net metering connectivity, clearances, approval.
- 11) Submission of all Testing & commissioning reports at different load patterns along with all databases, characteristics, charts, electrical inspection reports etc.
- 12) Submission of one month operation report with generation, radiation data, operational compliance.
- 13) Preparation of Standard operating Procedures (SOP) and operation manuals for O&M schedules/AMC and activities.
- 14) Submission of Handing over activity reports and acceptance reports by designated/Govt. authorities.
- 15) Submission of Final Project Closure reports.
- 16) Bidder shall provide weekly/Monthly/Quarterly/Yearly or mutually decided Progress reports.

The above Scope of works is indicative but not exhaustive, other relevant activity/works which are not mentioned here but require to complete or implementation of these projects shall be equally applicable All assignment works/issues as directed by MAHAPREIT management time to time.

2. QUALIFICATION REQUIREMENTS OF THE BIDDER

For selection of Project Management Consultant for grid-connected distributed solar power plants with net metering system for 20 rural regional water supply schemes of zilla parishad Chandrapur

1. The bidder shall have experience in execution of solar project at distributed locations or Project Monitoring Consultancy of solar project at distributed locations of total minimum capacity 1500 KW which include at least one single project of 600 KW capacity in the last five years of FY18-19,19-20,20-21,21-22,22-23.

2. The bidder shall have experience in execution of solar project or Project Management Consultancy of solar projects for water supply schemes in rural areas of Maharashtra. Preference shall be given to the bidders who have experience in the mentioned locations of RFP.
3. The bidder shall have experience in working with Govt. departments for distributed solar projects in rural water supply of Maharashtra/India.
4. The bidder shall have the Average annual turnover of Rs. 2.00 Crs in any three years of FY18-19,19-20,20-21,21-22,22-23 with Positive Net-worth. Bidder shall submit turn over and Net worth certificate duly signed by Statutory/ certified Chartered Accountant.
5. The bidder technical team shall have at least one technical staff have professional degree BE/BTECH (Mechanical/Electrical/Energy system/solar Engineering etc.)

3. Bid Evaluation Criteria:

A) Technical Bid Evaluation criteria as Follows.

- (i) Execution of solar projects, rooftop solar in rural area of capacity more than 1500 KW 20 marks. Each additional 500 KW 5 marks, Maximum marks 10 marks. **(Total 30 marks)**
- (ii) No. of Project executed with Department/ Company of Government of Maharashtra in water supply schemes especially in rural areas minimum 3 project 15 marks, Each additional project 5 marks each, Maximum marks 15 Marks. **(Total 30 marks)**
- (iii) **Technical Team:** One Technical expert with relevant professional qualifications 7 marks additional staff of technical expert with relevant professional qualifications 1 marks each will be awarded. Maximum marks 3 **(Total 10 marks)**
- (iv) **Turnover:** Above Rs. 2 Crs **3 marks** and for each additional 1 Crs 1 mark maximum up to 2 **Marks in proportional. (Total 5 marks)**
- (v) **Presentation (Total 25 marks)**

B) Evaluation Method is based on Quality Cost-Based System QCBS as follows:

- i) The bidder scoring Highest mark in the technical bid will be awarded the highest 100 score and accordingly Score will be allocated to each bidder as Under
Technical Score (A) = Bidder technical scoreX100/Highest technical score
- ii) The Lowest L1 Bidder will be awarded (L)100 highest Score and accordingly

subsequent Score will be allocated to each bidder as under

Financial Score (B) = L1 Bidder price quoteX100/ Bidder price quote.

- iii) Computation of **total score(H) will be $H = 0.75XA+0.25XB$**
- iv) The award will be made strictly at the highest score computed H for each bidder. The H1 bidder will be selected as successful bidder.
- v) Based on qualification requirements technical score will be calculated as per the marking system shown in Clause (A (**Technical Bid Evaluation criteria**)) of bid document. Each bidder must submit the presentation and present the works/credentials before the MAHAPREIT team.
- vi) The financial bid of the bidder scoring 70% and above marks will be opened.
- vii) The experience of the Bidder shall be considered only for the project where Contracts completion Certificates/work orders has been issued. This is to be evidenced by enclosing.
 - a) A copy of Letter of Award / Contract Agreement/work orders issued to the bidder towards providing services to the Procurer / Utility / Sponsoring Authority/CV/Experience certificate of Staff, Experts etc.
 - b) A copy of letter issued by Procurer / Utility / Sponsoring Authority / Certificate of Completion or any other document for evidencing completion of assignment.
 - c) Relevant documents regarding availability of resources, No. of volunteers, office infrastructure duly signed.

4. DOCUMENTS COMPRISING THE BID:

- a) The Technical Bid, the Price Bid and the Physical Support Documents.
- b) Latest revision of Bid Specification published by the MAHAPREIT.
- c) Documentary evidence in accordance with Qualifying Requirement and other terms and conditions.
- d) Bid security (EMD).
- e) All Annexures.

5. OPENING OF BIDS

- a. The Technical Bid opening will be at the specified time.

The evaluation committee would first check the payment of EMD. Any mismatch between the scanned copy of EMD instruments and the physical instrument would be considered as the basis for rejection of the Bid.

- b. The evaluation committee will then refer the submitted documents for a detailed scrutiny.
- c. Based on marks obtained in Technical & financial criteria and evaluation method Highest total score bidder will be a successful bidder for Project Management consultancy services.

6. POST BIDDING CORRESPONDENCE:

The bidder should note that no correspondence shall be entertained or considered after the due Date and time of submission of bids unless otherwise sought by MAHAPREIT.

7. Acceptance of Bids

MAHAPREIT reserves the right to place order to bidder at the rate of Highest total score bidder which is decided after final negotiations as per clause **section iii, 15 Acceptance of offer** MAHAPREIT reserves the right to accept/reject any bid in part or in full or all the bids without assigning any reasons thereof.

8. NOTIFICATION OF AWARD OF CONTRACT:

The notification of award of the contract shall be communicated to the successful bidder by Letter of Award (LOA) by Registered Post/Air mail or hand delivery or Fax or Courier as the purchaser deems fit. In case of issuance of LOA by fax the same shall be followed by letter of confirmation by Registered Post/ Air Mail. The contract shall be considered as having come into force from the Date of issue of Letter of Award by the MAHAPREIT. This Date will be called as the effective Date of contract.

9. SIGNING OF AGREEMENT/ CONTRACT:

- i) The successful Bidder shall have to furnish acceptance of the Letter of Award within

7 calendar days from the Date of issue of Letter of Award. The successful bidder shall have to sign a Contract Agreement with the MAHAPREIT within 15 calendar days from the Date of issue of Letter of Award. Under certain circumstances, MAHAAPREIT may give extension of time for signing of contract.

- ii) All charges for preparing the contract documents including legal fee, stamp fee etc. shall be borne by the successful bidder.
- iii) If the successful Bidder fails to sign contract, the same shall constitute sufficient ground for the annulment of the award of consultancy work and also the forfeiture of the bid security.

10. PERFORMANCE GUARANTEE:

The bidder shall be required to submit a contract **performance security** of Rs. 50,000/- in the form of a Demand Draft from Indian Nationalized Bank in favour of **“Mahatma Phule Renewable Energy and Infrastructure Technology Limited” payable at Mumbai**. The proceeds of the performance guarantee shall be payable to the MAHAPREIT as compensation for any loss resulting from the Bidder’s failure to complete his obligations under the contract. The performance guarantee shall be returned within a period of 90 days after successful completion of Bidder’s obligations under the contract.

SECTION – V

OTHER INSTRUCTION TO BIDDER

1. TIME SCHEDULE

MAHAPREIT will issue the work note for assigned project to Successful Highest total score H1 Bidders mentioning the timeline or period of work completion. Any delay in completing assigned work will attract a penalty as mentioned in Bid document.

2. ESTIMATED QUANTUM OF PROJECT MANAGEMENT CONSULTANCY OF DISTRIBUTED SOLAR PLANT.

Total quantum of project management consultancy of distributed solar plant is estimated and may vary as directed by the Competent Authority.

Location: In the State of Maharashtra.

Area - Chandrapur District

Latitude - Longitude - 19.9615° N, 79.2961° E

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5	Mul	Borchandli and 9 Villages	140	115	0	255
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7	Sawli	Sakhri and 3 Villages	35	25	0	60
8	Sawli	Vyahad Buj and 2 Villages	130	15	0	145
9	Sawli	Vyahad Khurd and 3 Villages	55	20	0	75
10	Sawli	Pathri and 7 Villages	25	25	0	50
11	Sawli	Nimgaon	35	20	0	55
12	Gondpimpri	Vadhali and 4 Villages	100	40	0	140
13	Gondpimpri	Chaknandgaon and 4 Villages	50	25	0	75
14	Gondpimpri	Dhaba - Gojoli and 4 Villages	45	35	0	80

15	Gondpimpri	Lathi and 3 Villages	40	40	0	80
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19	Mul	Mul Regional Water Supply Scheme	335	100	0	435
20	Ballarpur	Ballarpur Regional Water Supply Scheme	450	125	0	575
		Total	2045	1155	110	3310

3. DEVIATIONS

No deviations will be accepted. Bid with any technical or financial deviation shall be summarily rejected.

4. TERMS OF PAYMENTS

The Project wise payment shall be released as per the milestones mentioned below :

- i) 15% Submission of DPR RFP along with scheme drawings
- ii) 10% Preparation of Bid documents for Zilla Parishad and Finalization of project execution Agency
- iii) 20% Receipt of Panels, modules, invertors. Transformers etc. related materials
- iv) 20% Erection of solar power plants at different locations.
- v) 20% Testing and commissioning of solar plants
- vi) 10% Handing over and successful closure of the project.
- vii) Payment Schedule is applicable to all 20 locations of solar power plants and payment shall be released project-wise.

Bidder shall submit the bills/invoices in triplicate to Chief Finance Officer, MAHAPREIT. The payment shall be done after due clearances and approval within 30 days from the submission of Bills/invoices to MAHAPREIT. Delayed payment will not attract any interest. Along with financial transactions during the invoice.

5. TAXES AND DUTIES

The Bidder shall be liable and responsible for payment of all Income Tax and all other taxes, which may be levied on the Compensation, or any other professional fees received from the MAHAPREIT under the terms of this tender and shall keep the MAHAPREIT harmless against any claim/liabilities and outgoing in this behalf.

6. INSURANCE

The Bidder shall be liable to take/maintain comprehensive insurance for their personnel associated with this job at their own cost. The details of the same shall be furnished to the MAHAPREIT.

7. RESPONSIBILITY AND OBLIGATIONS OF THE BIDDER

- i) The Bidder shall be required to render detailed services which are necessary for satisfactory completion of all the areas of the projects in totality.
- ii) The Bidder shall be fully responsible for operability, maintainability and reliability of services provided by him.
- iii) The Bidder shall be fully responsible for the collection of all data to enable him to provide services.
- iv) The MAHAPREIT reserves the right to review the work performed by the Bidder, ask for any clarifications and changes / modifications to the work performed by him. Such changes shall be mutually discussed and agreed between the MAHAPREIT and Bidder and the same shall be incorporated by the Bidder in his work without any cost liability to the MAHAPREIT and without any dilution of the responsibility of the Bidder.
- v) The Bidder shall himself be responsible to collect whatever needed information from the MAHAPREIT at the appropriate stage of his work, for considering the same for his further work / services and / or coordination.
- vi) The Bidder shall be responsible to pursue, expedite and ensure timely submission of all data and documents.
- vii) The Bidder acknowledges that all plans, design calculations, studies, data, maps, drawings, and specifications prepared by the Bidder in connection with the Project is property of the MAHAPREIT and the same shall be handed over to the MAHAPREIT

as and when requested by the MAHAPREIT or upon termination of the Agreement or upon completion of provision of the Services.

- viii) The Bidder shall not prepare article(s) or photograph(s) for publication or speeches about the Services without the prior written consent of MAHAPREIT.
- ix) The Bidder shall be the employer of all the personnel engaged directly or indirectly in rendering the Services under the Contract Agreement.
- x) This RFP does not and shall not be construed to create any employer-employee or principal– agent relationship between the MAHAPREIT and any employees, representatives and personnel engaged by the Bidder Firm in the performance of Services.
- xi) The Bidder shall be responsible for payment of all or any expenses including, without limitation, all amounts payable towards pension, annuity, or employment compensation, or any other payment to be made under the Applicable Indian Law and/or otherwise to the professionals, technicians or workmen employed and/or contracted in relation to the provision of Services under the Agreement.
- xii) The Bidder shall defend, hold harmless and indemnify the MAHAPREIT against all or any labour claims or other law suits or proceedings, including those arising out of any accident that occur during or in relation to the Services as may be filed against the MAHAPREIT for any reason whatsoever and irrespective of the time should have lapsed, assuming full responsibility for the payment of indemnification, penalties, attorneys’ fees, legal costs and other charges, if any.
- xiii) The Bidder shall comply within a timely manner all the obligations under the Applicable Indian Law including the laws relating to workmen, technicians, contract-labour, contractors, and other personnel involved in the provision of the Services.
- xiv) The Bidder shall be acquainted with the all the statutory requirements, Indian Environment and Health and Safety laws as applicable for the project.
- xv) The Bidder shall make available all related information, data, design calculations, working sheets and copy of relevant standards & codes and shall transfer the relevant technical information of the project.

8. CONFIDENTIALITY

- i) All plans, design calculations, studies, data, maps, drawings and specifications prepared by the Bidder in connection with the services to be provided by the consultancy Services under the Agreement shall be the property of the Owner. As and when required or upon termination of the contract, the aforesaid documents, prepared specifically for this project (including originals) shall be handed over to the Owner.
- ii) The Bidder shall take all necessary steps to ensure confidential handling of all matters pertaining to plans, designs, drawings, specifications, method, and any other information developed or acquired by him from the MAHAPREIT under terms of the Contract.

9. PROGRESS REPORT

The Bidder shall submit Progress Report on the status of work entrusted to him periodically i.e., monthly as mentioned or as may be mutually agreed upon bringing out the details of works completed, works in hand, bottlenecks, if any, and efforts being made to improve upon the time schedule.

10. JURISDICTION OF THE CONTRACT

The laws applicable to this contract shall be the laws in force in India. The courts of Mumbai, India shall have exclusive jurisdiction in all matters arising under or on account of this Agreement.

11. WARRANTY AND LIABILITY OF THE BIDDER

- i) Notwithstanding anything contained in this RFP, the Bidder agrees that they shall be liable for any defect/inadequacy/errors/inability/non-competency etc. in relation to the performance of the Services which are not in accordance to the Good Industry Practices or the provisions of this RFP. In such case, MAHAPREIT may penalize bidder to the extent limited to 10% of the contract value other than the L.D. and MAHAPREIT may also enforce the clause No.13 of this section in this regard.
- ii) The Bidder shall be further liable for the any consequence of errors and omissions arising from the gross negligence on his part or on the part of his employees to the

extent limited to 10% of the contract value.

12. INDEMNITY

The Parties hereto agree that the Bidder shall indemnify and defend the MAHAPREIT and its representatives and employees, and hold the Owner, its representatives, employees harmless from:

- i)** Damages and losses caused by its negligent or intentional act or omission, or any damages and losses caused by the negligent act of any third party or sub-contractor or agency engaged by Bidder.
- ii)** Damages and losses resulting from non-compliance with the obligations established hereunder.
- iii)** Any environmental damages caused by it and/or its representatives or employees or employees of any third party or sub-contractor or agency engaged by Bidder Services.
- iv)** Breach (either directly by it or through its representatives and/or employees) of any representation and warranty declared herein by it;
- v)** From all claims, actions, suits, proceedings, taxes, duties, levies, costs, expenses, damages and liabilities, including attorneys' fees, arising out of, connected with, or resulting from or arising in relation to this RFP due to neglect, omission or intentional act of Bid Advisory Services

13. LIQUIDATED DAMAGES

For any delay attributable to the Bidder, beyond the scheduled Date of completion of various activities as per the agreed time schedule, liquidated damages shall become livable at ½% (one-half of one percent) per week of delay on the specific milestone activities under the part or work assignment. The total liability of the Bidder under this clause shall not exceed 10% (Ten percent) of the contract value.

- i)** The Liquidated damages shall stand recoverable from progressive amount payable to the Bidder no sooner it becomes due in case any items of work have remained incomplete beyond the schedule completion period irrespective of the fact on whose account such delay has taken place. This amount so recovered from the Bidder shall

be reimbursed if, after completion of all works, it is satisfactorily demonstrated to the MAHAPREIT that such delay had occurred due to no fault of the Bidder.

- ii) Likewise, any amount due to the MAHAPREIT due to defect / inadequacy / errors etc. on the part of the Bidder shall stand recoverable from the progressive amount due to the Bidder.

14. DEFAULT OF THE MPBCDC LTD / BIDDER

i) In the event of the MAHAPREIT: –

- a. Failing to pay to the Bidder the amount due within a period of 120 days.
- b. Becoming bankrupt or giving formal notice to the Bidder that for unforeseen reasons, it is impossible for the MAHAPREIT to continue to meet its contractual obligations.

Then the Bidder shall be entitled to terminate his employment under the contract after giving 30 days prior notice in writing to the Owner.

- ii) In the event of such termination, after scrutiny and approval the MAHAPREIT shall pay to the Bidder the amount of any loss or damage to the bidder arising out of or in connection with such termination, based on documentary evidence to be furnished by the bidder.
- iii) If the MAHAPREIT is of the opinion that the Bidder is not rendering the Services in accordance with the Good Industry Practices, due diligence or expedition or refuses or neglects to comply with any reasonable orders given to him in writing, the MAHAPREIT may give notice in writing to the Bidder to make good the failure, neglect, or contravention.

15. DEFAULT of BIDDER: -

If the Bidder fails to make good the failure, neglect or contravention within 20 (twenty) days from the Date of serving such a notice, the MAHAPREIT may without prejudice to any other rights under this RFP, direct the Bidder not to render such Services and get such Services done by other agencies at the risk and cost of the Bidder. The Owner, in such event, shall be entitled to retain and apply any balance, which may otherwise be due to the Bidder for the payment of cost of executing the

said part of the Services taken out of its scope of Services. If the cost of executing the said part of the Services or of completing the Services exceeds the balance due to the Bidder, the Bidder shall pay such excess. If bidder fails to pay such excess, same shall be recovered through encashment of the Advance & Performance Bank Guarantees submitted by the bidder.

16. FORCE MAJEURE

- A.** Force Majeure Event : The Parties hereto agree that a Force Majeure Event shall mean any unforeseeable act or event that prevents the affected Party from performing its obligations under this Agreement or complying with any conditions required by the other Party under this RFP and such act or even is beyond the reasonable control and not because of any fault of the affected Party and such Party has been unable to avoid such an act or event by the exercise of prudent foresight and due diligence. Without prejudice to the foregoing, the Parties hereto agree that the occurrence of any of the events shall also be deemed to be a Force Majeure Event:
- i)** War and other hostilities whether war to be declared or not), invasion, act of foreign enemies, mobilization, requisition or embargo that directly impacts the provision of services by the Bidder under the Agreement.
 - ii)** Rebellion, revolution, insurrection, military or usurped power and civil war that directly impacts the provision of services by the Bidder under the Agreement.
 - iii)** Riot, civil commotion, terrorism, or disorder that directly impacts the provision of services by the Bidder under the Agreement.
 - iv)** Pestilence, epidemics, inclement weather causing floods or lightning or cyclone, typhoon, or earthquake and which directly impacts the provision of services by the Bidder under the Agreement.
- B.** The Parties hereto agree that the following events are explicitly excluded from and do not constitute a Force Majeure Event and is solely the responsibility of the affected Party.
- i)** Strikes, collective bargaining agreements of either Party resulting in delay in the provision of Services or stoppage of work; or

- ii) Labour disputes of any kind; or
- iii) Economic hardship; or
- iv) Any act, event, or occurrence listed above or asserted as a Force Majeure Event that results materially from the negligence or intentional acts of the affected Party.

17. MUTUAL DISCUSSIONS

In the event of a dispute or difference of any kind whatsoever shall arise between the Parties in connection with or arising out of this Agreement or the breach, termination, or validity hereof, the Parties shall endeavor to resolve such dispute in good faith in the first instance within 30 (thirty) days of the notice of such a dispute by mutual discussions between the Parties.

18. ARBITRATION

In the event of failure to resolve dispute/ differences related to Contract/Agreement and relating to interpretation of the clauses therein the parties are hereby agreed for its resolution / Adjudication etc. by referring it to the Institutional Arbitration established /recognized by the State Govt/Central Govt. and the dispute can be get resolved within the framework of the Arbitration Act 2015 and in terms of rules and regulations of such institutional arbitration such as Mumbai center of Arbitration etc.

19. TERMINATION OF CONTRACT/AGREEMENT

The MAHAPREIT may by giving not less than thirty (30) days written notice of termination to the Bidder, terminate this Agreement upon the occurrence of any of the events specified in paragraphs (a) through I below: -

- i) If the Bidder fails to remedy a failure in the performance of his obligations hereunder, as specified in a notice of suspension pursuant thereof, within thirty (30) days of receipt of such notice of suspension or within such further period as the MAHAPREIT may have subsequently approved in writing or
- ii) If the Bidder becomes insolvent or bankrupt or enter into any agreement with his creditors for relief of debt or take advantage of any law for the benefit of debtors or go in to liquidation or receivership whether compulsory or voluntary; or

- iii) If MAHAPREIT found that the bidder has provided the false & wrong information while bid submission; or
- iv) If the Bidder submits to the MAHAPREIT a statement which has an effect on the rights, obligations or interests of the MAHAPREIT and/or which the Bidder knows to be false; or
- v) If as the result of a Force Majeure Event, the Bidder is unable to perform the Services for a period of not less than sixty (60) days, or
- vi) If MAHAPREIT found any defect/inadequacy/errors/inability/non-competency etc. in the Bidder in relation to the performance of the Services which are not in accordance to the Good Industry Practices or the provisions of this RFP, or
- vii) If the MAHAPREIT, in its own discretion and for any reason whatsoever, decides to terminate this Agreement.

ANNEXURES

1. CHECK LIST

We confirm that we have gone through the bid document and as instructed therein we hereby submit the following documents to form the bid.

SN.	Name of the document	Annexure	Nature of document	Whether submitted Yes/No.
Pertaining to TECHNICAL PART of bid specification				
1	General Financial & Commercial Particulars of Bidder/Each Member of the Consortium (Annexure 1)	1	Mandatory	
2	Technical Qualification Data (Annexure 2)	2	Mandatory	
3	Power of Attorney to be provided by the Bidding Company/ Lead Member in favour of its representative as evidence of Authorized Signatory's authority along with Board resolution/power of attorney, in favour of the person executing this power of attorney for delegation of power hereunder on behalf of the executant(s) (Annexure 3)	3	If Applicable	
4	Undertaking (To be given by the Bidder on the Letter head) (Annexure 4)	4	Mandatory	
5	Format Of Covering Letter (On Letterhead of Firm) (Annexure 5)	5	Mandatory	
6	Price Bid format (To be submitted online Only) (Annexure 6)	6	Mandatory	
7	Annexure 7 Technical and Location Details	7	For information	

ANNEXURE 1:

GENERAL, FINANCIAL & COMMERCIAL PARTICULARS

(To be submitted by Bidder/Each Member of Consortium on their Letter Head)

1	Name of the Bidder	:	
2	Registered office address	:	
3	Telephone	:	
4	E-mail	:	
5	Nature of business & working experience in years in the same business	:	
6	Person to be contacted	:	
7	Nature/status of firm: (Whether sole proprietary/Partnership/Private Limited/Public Limited/ Public Sector) a. Do you anticipate any change in the Ownership during the proposed period of Work If yes, define the scope and effect thereof	:	No/Yes
8	Financial detail (Enclosed 1 copy each of)		
a	Balance sheets and profit & loss	:	No/Yes
b	Account for the past 3 years, 2020-21, 2021-22, 2022-23.	:	No/Yes
c	Income tax clearance certificate for the past three years.	:	No/Yes
d	GST certificate	:	No/Yes
e	Turnover & Net Worth certificate for years 2020-21, 2021-22, 2022-23 from C.A.	:	No/Yes
f	Company Registration Certificate	:	No/Yes

9	Share capital at the time of formation i. Authorized ii. Paid-up	:	
10	Share capital at present a) Authorized b) Paid-up	:	
11	Name & address of bankers	:	

Certified that the above information is true and factual.

Date:.....

Place:.....

(Signature of the Authorized Representative of Bidder)

Name

Designation

Seal of Company.....

**ANNEXURE 2:
TECHNICAL QUALIFICATION DATA
(To be submitted on letter head of the bidder)**

1. Name of the Bidder:

Bid RFQ

Sr No.	Name of the Project Bids	Name of the Bidder/Consortium Member	Description of Bid Advisory works.	Scope of Work	Order details & amount	Experience Certificate Attached Yes / No
12		3	4	5	6	7

Note :

1. Please attach documentary proof for Col. No 5, 6, 7 of the Concerned Authority.
2. Regarding Col. No.7, documentary evidence from the client, for satisfactory completion shall be enclosed. The experience without experience certificate shall not be considered for evaluation. The experience certificate should contain valid communication address & working contact numbers certificate provider. Certificates without this information will be considered invalid and shall not be considered for evaluation.
3. Certified that the above information is true and factual.

Date:.....

Place:.....

(Signature of the Authorized Representative of Bidder)

Name

Designation

Seal of Company.....

Note :

All Certificates provided should be in English ONLY. In case the Utility/owner is unable to provide the certificate in English then bidder/consortium must submit the English translated copy of the certificate by authorized translator along with the original copy and must submit affidavit on non-judicial stamp paper Rs. 500/- that the information(translation) is true & correct.

ANNEXURE 3
POWER OF ATTORNEY

(to be provided by the bidding company/ lead member in favor of its representative as evidence of authorized signatory's authority.)

(To be on non-judicial stamp paper of Rs 500/- Foreign companies submitting bids are required to follow the applicable law in their country)

KNOW ALL MEN BY THESE PRESENTS, that we, (Name of the Bidder/Lead Member of consortium), a Company/ Corporation/ Firm organized and existing under and by virtue of the laws of (Name of bidder's country) and having its registered office and principal office at [] (address of the bidder) do hereby irrevocably constitute, appoint, and authorize -----

(Name and residential address) who is presently employed with us and holding the position of –

-----, as our true and lawful attorneys to do in our name and on our behalf prepare, make, sign and submit the bid proposals and other documents, certificates, undertakings and papers to be executed and delivered by us, and to do all such acts, deeds and things as are necessary or required in relation to the tender issued by the MAHAPREIT vide Bid Specification No ----- for the selection of Project Management Consultant for grid-connected distributed solar power plants with net metering system for 20 rural regional water supply schemes of zilla parishad Chandrapur.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said attorneys pursuant to and in exercise of the powers conferred by this power of attorney and that all acts, deeds and things done by our said attorneys in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

Signed by the within named

_[Insert the name of the executant company] through the hand of

Mr.

Duly authorized by the Board to issue such Power of Attorney Dated this

..... Day of

Accepted

Signature of Attorney

(Name, designation and address of the Attorney)

Attested

(Signature of the Executant)(Name, designation and Address of the Executant)

Signature and stamp of Notary of the place of execution

Common seal of has been affixed in my/our presence pursuant to Board of Director's
Resolution Dated.....

WITNESS

1. Signature.....

Name

Designation

Occupation

2. Signature

Name

Designation

Note:

(1)The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents

of the executant(s) and the same should be under Common seal of the executant affixed in accordance with the applicable procedure. Further, the person whose signatures are to be provided on the power of attorney shall be duly authorized by the executant(s) in this regard.

(2)Also, wherever required, the executant(s) should submit for verification the extract of the chartered documents and documents such as a Board resolution / power of attorney, in favour of the Person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).

ANNEXURE 4

UNDERTAKING

(To be given by the Bidder on the Letter head)

I/We of M/s.....

Bidder for **Project Management Consultant for grid-connected distributed solar power plants with net metering system for 20 rural regional water supply schemes of zilla parishad Chandrapur** work with the Executive Director MAHAPREIT B-501 Pinnacle Corporate Business Park BKC(East), Mumbai 400051 do hereby undertake that I/we agree to unconditionally accept all the terms and conditions mentioned in the tender documents.

Further we have noted that after unconditionally accepting the tender conditions in its entirety, it is not permissible to put any remarks/conditions in the Price Bid and the same has been followed in the present case. In case this provision of the tender is found violated at any time after opening of Envelope, I/we agree that the tender shall be summarily rejected and MAHAPREIT shall, without prejudice to any other right or remedy, be at liberty to forfeit the full said earnest money absolutely.

Signatures of the Agency
Or Authorized Person
(Name of Firm with seal)

ANNEXURE 5
FORMAT OF COVERING LETTER
(On Letterhead of Firm)

Date:

To,

The Managing Director,
B – 501 PINNACLE CORPORATE PARK,
NEXT TO TRADE CENTER,
BKC (EAST) MUMBAI- 400051.

Sub: E-Tender for -----

Dear Sir,

We enclose herewith the Particulars and Details of the Firm, Techno-Commercial bid in connection with the above assignment.

We also state as follows:

- a. We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.
- b. We agree to bear all costs incurred by us in connection with the preparation and submission of the offer and to bear any further pre-contract costs.
- c. We understand that /MAHAPREIT is not bound to accept the lowest or any proposal or to give any reason for award, or for the rejection of any proposal.
- d. I confirm that I have authority of(name of the firm) to submit the proposal and to negotiate on its behalf.

Thank you,

Signature

(Name of Authorized Signatory) and Membership No. Name of Firm.

Annexure 6

Price Bid format

(To be submitted online Only)

Name of the project:

The selection of Project Management Consultant for grid-connected distributed solar power plants with net metering system for 20 rural regional water supply schemes of zilla parishad Chandrapur.

Bid Specification No. -----

Name of Bidder:

Sr. No.	Description of works	Price Quote in Rs. (Lumpsum)
	Selection of Project Management Consultant for grid-connected distributed solar power plants with net metering system for 20 rural regional water supply schemes of zilla parishad Chandrapur	
	Total Rs.	

Offer in words Rs

We confirm that

1. The price quoted by the bidder inclusive of other Govt taxes & duties Excluding GST.
2. The evaluation of all techno-commercially acceptable bids, to arrive at the lowest evaluated bid, shall be carried after considering total quoted lumpsum price for complete system excluding Goods & Service Tax (GST).
3. All Indian Taxes & Duties including Income Tax shall be borne as applicable.

4. The Prices will remain valid for a period of 120 days from the Date of opening of the price bid.
5. The offer submitted is irrevocable and unconditional without any deviations.

I/We agree to all the Terms and conditions and accept Scope of Work & terms & conditions as mentioned in the Bid Document and undertake to perform the duties to the satisfaction of the MAHAPREIT.

Date:.....

Place:.....

(Signature of the Authorized Representative of Bidder)

Name

(Official Address) Designation

Seal of Company.....

Annexure 7

Technical and Location Details

Location: In the State of Maharashtra.

Area - Chandrapur District

Latitude - Longitude - 19.9615° N, 79.2961° E

SOLARIZATION OF RURAL REGIONAL WATER SUPPLY SCHEMES OF ZILLA PARISHAD CHANDRAPUR						
Sr. No.	Block	Name of Regional Water Supply Scheme	Capacity of proposed Solar Power Plant in KWp			
			Headworks	WTP	Sump Tank	Total
1	Chandrapur	Chinchala and 7 villages	0	100	30	130
2	Nagbhid	Nagbhid – Nawkhala	100	250	80	430
3	Brahmpuri	Mendki	70	55	0	125
4	Mul	* Nandgaon (Bembala) and 7 villages	150	0	0	150
5	Mul	Borchandli and 9 Villages	140	115	0	255
6	Sawli	Bothli	125	100	0	225
7	Sawli	Sakhri and 3 Villages	35	25	0	60
8	Sawli	Vyahad Buj and 2 Villages	130	15	0	145
9	Sawli	Vyahad Khurd and 3 Villages	55	20	0	75
10	Sawli	Pathri and 7 Villages	25	25	0	50
11	Sawli	Nimgaon	35	20	0	55
12	Gondpimpri	Vadholi and 4 Villages	100	40	0	140
13	Gondpimpri	Chaknandgaon and 4 Villages	50	25	0	75
14	Gondpimpri	Dhaba - Gojoli and 4 Villages	45	35	0	80
15	Gondpimpri	Lathi and 3 Villages	40	40	0	80
16	Gondpimpri	Vitthalwada and 5 Villages	60	25	0	85
17	Korapana	Kondshi and 3 Villages	0	5	0	5
18	Korapana	Nimni and 4 Villages	100	35	0	135
19	Mul	Mul Regional Water Supply Scheme	335	100	0	435
20	Ballarpur	Ballarpur Regional Water Supply Scheme	450	125	0	575
		Total	2045	1155	110	3310